

**REQUEST FOR PROPOSALS**  
**TO PROCURE**  
**PROFESSIONAL SERVICES**  
**FOR**  
**ALLEN-MADISON HOUSE ARCHAEOLOGICAL SURVEY**  
**QUONSET DEVELOPMENT CORPORATION**  
**QUONSET BUSINESS PARK, NORTH KINGSTOWN, RI**

**QDC CONTRACT**  
**2013-012**

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QUONSET BUSINESS PARK  
95 Cripe Street  
NORTH KINGSTOWN, RI 02852

JULY 2013

**QUONSET DEVELOPMENT CORPORATION  
STATEMENT OF PROJECT SCOPE**

**TITLE OF PROJECT: Allen-Madison House Archaeological Survey**

**SCOPE NUMBER: 2013 – 012**

**I. INTRODUCTION**

The Quonset Development Corporation (QDC) is a quasi-public agency of the State of Rhode Island, which owns and operates the Quonset Business Park (QBP) in North Kingstown, RI. QDC has initiated a “Site Readiness” program for the remaining developable parcels at the QBP. The purpose of the Site Readiness program is to provide pad ready building sites by performing environmental permitting and due diligence on site conditions so that the sites are readily developable.

One Site Readiness parcel is adjacent to the Allen-Madison House NRHP site (RI 2106). This Request for Proposals (RFP) seeks qualified firms to conduct an intensive archaeological survey at the Phase II level to determine if there are archaeological deposits that have significance to RI 2106 located within the subject parcel (see attachment no. 1).

**II. GENERAL INFORMATION**

**Section A. – Instructions and Notifications to Proposers:**

- Potential proposers are advised to review all sections of this Request carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the proposer. The QDC assumes no responsibility for these costs. Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the QDC.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered but subcontracts are permitted, provided that their use is clearly indicated in the proposer’s proposal, and the subcontractors proposed to be used are identified in the proposal.

- Proposers are advised that all materials submitted to the QDC for consideration in response to this Request for Proposal will be considered to be Public Records, as defined in Title 38 of the Rhode Island Laws, without exception, and will be released for inspection immediately upon request once an award has been made.
- In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State's Office (401-222-3040). The Certificate of Authority will be required prior to the award of a contract. *This is a requirement only of the successful vendor.*

#### **Section B. – Type of Contract**

Any resulting contract for Professional Services for this project will be a lump sum contract between the firm furnishing the professional services and QDC.

#### **Section C. – Contract Form**

The contract will be executed on a form developed by the QDC and will include General Provisions. A sample of the form is included as Attachment No. 2.

#### **Section D. – Status of Statement**

This statement of project scope will be incorporated into the executed contract form.

#### **Section E. – Commencement and Prosecution of the Work**

The work to be accomplished under any resulting contract for professional services shall commence upon a Notice to Proceed (NTP). It shall be conducted with all possible dispatch.

### **III. SCOPE OF SERVICES**

#### **Section A. – General Description**

To perform an intensive archaeological survey at the Phase II level to determine if archaeological deposits that can be an important contribution to the significance of RI 2106 are located within the subject parcel. A Phase I survey to define the boundaries of RI 2106 was conducted in 1994, which located 19<sup>th</sup> century artifacts within the area.

The proponent should be aware of the possibility that an earlier house, the 1671 Wescott farmhouse, may have been located in the general vicinity of the subject parcel. The house was burned by the British in 1779. No evidence of the Wescott farm was found in the 1994 survey. Additionally, the 1994 survey located a possible headstone that appears to be located within the subject parcel. This stone should be re-examined, to determine if the original assessment that it is a grave marker has any merit.

The Phase II survey should consist of approximately 20 shovel test pits. Should intact, potentially significant deposits or features be located in this Phase II, more intensive excavation of larger units may be necessary that would be covered under a separate agreement.

Background research and report preparation should be carried out in accordance with RIHPHC's Standards and Guidelines for Archaeological Survey.

#### **IV. PROPOSAL SUBMISSION**

##### **Section A. – Proposal Requirements**

Proposals shall be concise and contain the following materials and information:

1. Cover letter expressing interest, signed by an owner, officer, or authorized agent of the firm or organization, acknowledging and accepting the terms and conditions of this Request, and tendering an offer to the QDC. The letter must contain a commitment to provide both the services described herein and the personnel proposed for the assignment.
2. Technical information describing the background, qualification, and experience with and for similar programs, as well as the work plan or approach proposed for this requirement. Please include Firm/Team information, related project experience and individual resumes.
3. A detailed description and cost of each task of the Scope of Services to be undertaken that indicates how the project would be completed, including a breakdown of any components; hours; billing rates and fees.
4. A timeline for completion and contract costs of the components described above.

##### **Section B. – Schedule**

The contract term will be no more than two (2) months. The intent of the contract to be awarded as a result of this Request for Proposal (RFP) is to obtain the services of a highly qualified consultant to perform the work.

##### **Section C. – Deadline**

Respondents shall submit one (1) original and three (3) copies of the Proposal and Cost proposal. Proposals shall be labeled with the firm name and marked: "RFP 2013-012 Allen-Madison House Archaeological Survey. Respondents shall mail or hand delivered to the following address **no later than 4:00PM July 19, 2013.**

Quonset Development Corporation  
Development Services  
95 Cripe Street  
North Kingstown, RI 02852  
Attention: Steven J. King, P.E.  
Managing Director

Proposals misdirected to other State locations or which are otherwise not present in the QDC offices at the time of opening for any cause will be determined to be late and will not be considered.

## V. EVALUATION AND SELECTION

The QDC will commission a selection committee, which will evaluate and score all proposals. The selection committee will use the following criteria:

|                                |     |
|--------------------------------|-----|
| FIRM/TEAM EXPERIENCE           | 10% |
| PROJECT EXPERIENCE             | 10% |
| PERSONNEL EXPERIENCE INCLUDED  | 15% |
| SCOPE OF SERVICES              |     |
| Project Understanding          | 15% |
| Project Approach & Methodology | 20% |
| Project Schedule               | 10% |
| CONTRACT COST                  | 20% |

Notwithstanding the forgoing, the QDC reserves the right to award on the basis of cost alone. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The QDC, may at its sole option, elect to require presentation(s) by proposers clearly in consideration for award. The selection committee will present the written findings, including the results of all evaluations, to QDC Managing Director.

## VI. QUESTIONS

### Information:

Inquiries regarding this invitation should be addressed to Ms. Katherine Trapani – Planning Manager, Quonset Development Corporation, 95 Cripe Street, Quonset Business Park, North Kingstown, Rhode Island (Tel. No.401-295-0044 ext. 205).

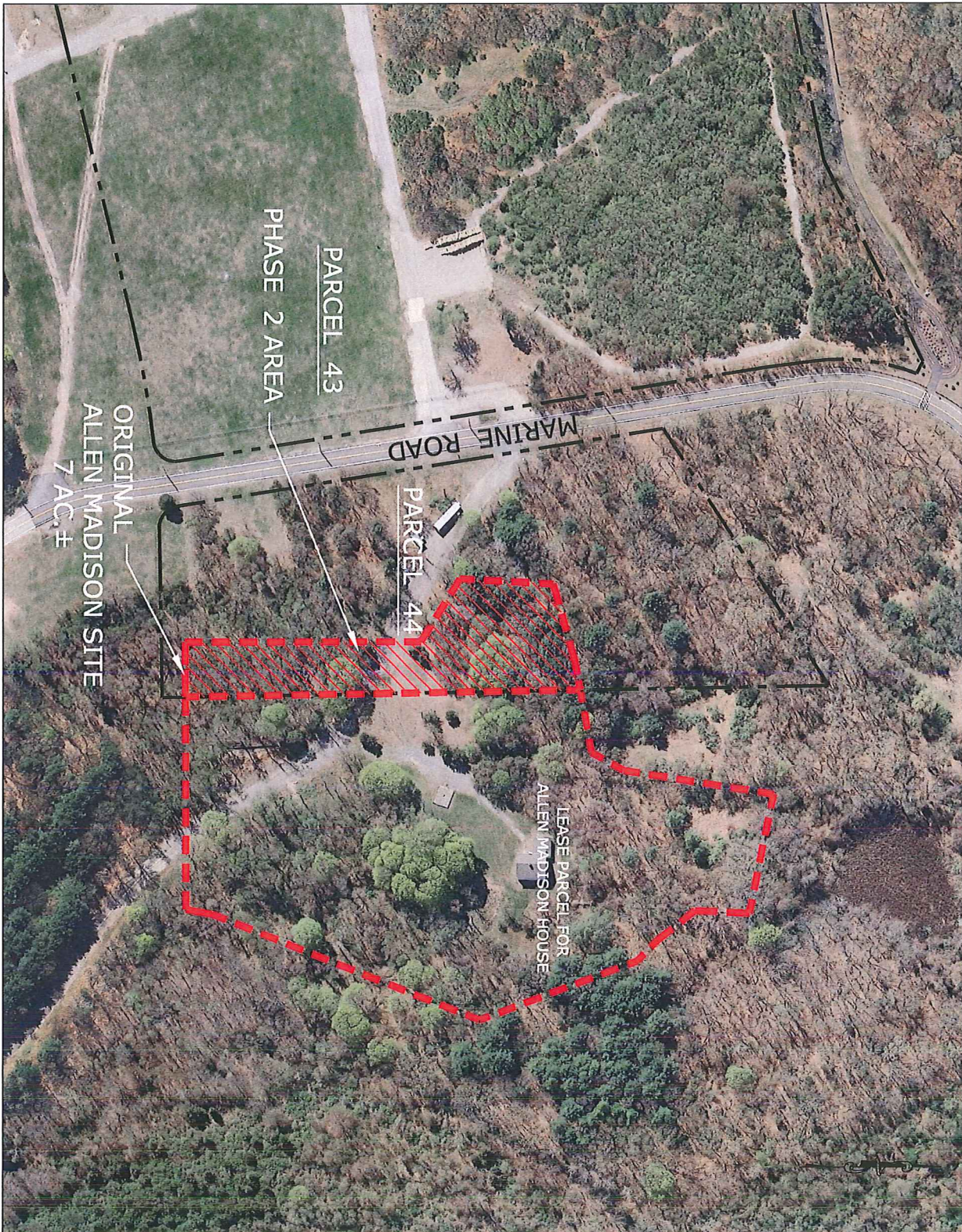
### Inspection of Premises:

Prospective respondents may examine the subject parcel by calling Ms. Katherine Trapani for an appointment, at the Quonset Development Corporation Office, Development Services Division, 95 Cripe Street, Quonset Business Park, North Kingstown, Rhode Island at the phone number 295-0044 ext. 205, during normal working hours (Monday through Friday, 8:30 AM to 4:30 PM).

## Attachment 1

### Site Map





**QUONSET**  
DEVELOPMENT CORPORATION

Development Services  
300 North Main Street  
North Kingstown, RI 02882  
Tel: (401) 305-0444  
Fax: (401) 268-9885

2011 AERIAL PHOTO

|                          |        |             |      |      |  |
|--------------------------|--------|-------------|------|------|--|
| NO. 1                    |        | REVISION    |      | DATE |  |
| 1. REVISION              |        | DATE        |      | DATE |  |
| DESIGN BY                | DATE   | CHECKED BY  | DATE |      |  |
| DRAWN BY                 | DATE   | DESIGNED BY | DATE |      |  |
| SCALE                    | 1"=40' | PROJECT NO. |      |      |  |
| CONTRACT NO.             |        |             |      |      |  |
| FILE NAME                |        |             |      |      |  |
| APPROVED                 |        |             |      |      |  |
| DESIGNED BY: [Signature] |        |             |      |      |  |
| DATE: 11-11-11           |        |             |      |      |  |
| DRAWING TITLE            |        |             |      |      |  |

**Allen Madison**

**Phase 2 Archaeological Survey**

North Davisville District  
Quonset Business Park,

SHEET NO. **1** OF 1 SHEETS

DRAWING NO.



## Attachment 2

### Sample Contract



## Quonset Development Corporation

### Professional SERVICES AGREEMENT

**PROJECT TITLE: Allen Madison House Archaeological Survey, Quonset Business Park,  
North Kingstown, RI 02852**

**CONTRACT NUMBER: 2013-012**

Professional Services for Allen Madison House Archaeological Survey, Quonset Business Park (herein referred to as the “**AGREEMENT**” is made and entered into this \_\_\_\_ day of July 2013 by and between the **Quonset Development Corporation**, acting by and hereinafter called the “**QDC**” and \_\_\_\_\_, hereinafter called the “**CONSULTANT**”.

#### WITNESSETH THAT:

WHEREAS, QDC has a need for professional services associated with the Allen Madison House Archaeological Survey, Quonset Business Park as shown in the Scope of Services and Schedule Exhibit ‘B’, (hereinafter referred to as the “**SERVICES**”) at the Quonset Business Park (hereinafter referred to as the “**PARK**”).

WHEREAS, QDC has the authority to contract for such **SERVICES**; and

WHEREAS, the **CONSULTANT** represents that it is experienced and has the capability to perform such services;

NOW THEREFORE, the parties do mutually agree as follows:

#### 1. RETENTION

The QDC agrees to retain the **CONSULTANT** and the **CONSULTANT** agrees to serve the QDC in providing the services upon the terms and conditions hereinafter set forth. The **CONSULTANT** is retained by the QDC only for the purposes and to the extent set forth in this **AGREEMENT**.

#### 2. AMENDMENTS

Amendments shall be used to describe the parties’ mutual agreement on the scope of services, schedule, compensation and other particulars if so required as stated therein. Amendments shall be in the general form shown on Exhibit ‘A’, attached hereto and made a part hereof. Amendments are binding only after acceptance and execution by duly authorized representatives of both parties. The parties may change an Amendment by written instrument referencing the contract number, and the date of the Amendment to be changed. A change to an Amendment shall be prepared by the parties jointly and signed by their authorized representatives. Each Amendment shall govern the parties’ rights and obligations with respect to each assignment, but all within the framework of this **AGREEMENT**. In the event of an inconsistency between the terms of any Amendment and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall govern.

#### 3. STATEMENT OF PROJECT SCOPE

The **CONSULTANT** shall do, perform and carry out the general Statement of Project Scope submitted by the **CONSULTANT** to the QDC (under cover of the Consultant’s Proposal, dated \_\_\_\_\_), which is hereby incorporated into this **AGREEMENT** in Exhibit ‘B’, as required, only after QDC provides written authorization to proceed.

When authorized in writing by the QDC, furnish such additional services related to the general scope of the project.

#### **4. QDC'S RESPONSIBILITIES**

The QDC shall:

- A. Place at the disposal of the CONSULTANT all information available to the QDC that is pertinent to the project and upon which the CONSULTANT can rely with good judgment, including previous reports and any other data relative to the project;
- B. Designate in writing a person to act as the QDC's representative with respect to the work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, and interpret and define the QDC's policies and decisions with respect to materials, equipment, elements and systems pertinent to the work covered by this AGREEMENT;
- C. Use its best efforts consistent with all authority conferred upon it to provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform his work under this AGREEMENT, and any Amendment issued pursuant hereto;
- D. Give prompt written notice to CONSULTANT whenever QDC becomes aware of any information that affects the scope of timing of the CONSULTANT'S SERVICES.

#### **5. CHANGES**

No changes to this AGREEMENT shall be made unless agreed to in writing by both QDC and the CONSULTANT. Any such changes in the SERVICES may require changes to the time of performance and compensation as set forth herein. Any such changes to the time of performance or compensation shall be subject to mutual agreement between QDC and the CONSULTANT, and shall be incorporated in a written change to this AGREEMENT by Amendment.

#### **6. STANDARD OF CARE**

The same degree of care, skill, and diligence shall be exercised by the CONSULTANT in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, expressed or implied, is included in this AGREEMENT or in any Amendment, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

#### **7. CONTRACT TERM**

- A. The CONSULTANT shall commence performance under the terms of this AGREEMENT on \_\_\_\_\_, 2013.
- B. The CONSULTANT agrees to perform the services and deliver products specified in accordance with the Scope of Services and Schedule as contained in Exhibit 'B' of this AGREEMENT, which is hereby incorporated by reference into this AGREEMENT. Failure to do so shall be grounds for default and termination of this AGREEMENT provided, however, that if the CONSULTANT is unable to deliver such services and products because of delays caused by the QDC, then a corresponding delay by the CONSULTANT shall not be grounds for default.
- C. The QDC acknowledges that a delay caused by other persons or entities or circumstances not within the control of the CONSULTANT may excuse rigid adherence to the established schedule. In such a case, the CONSULTANT shall exercise due diligence and good faith in order to perform as expeditiously as possible under the circumstances.
- D. Additional services, when authorized in writing, will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized. QDC shall negotiate with the CONSULTANT for such additional services as preparing final plans and specifications if QDC decides to advance the project. There is nothing in this AGREEMENT that binds QDC to authorize additional services.

## **8. COMPENSATION**

QDC agrees to pay CONSULTANT an amount in accordance with the fee arrangements set forth in Exhibit 'C' and each Amendment.

## **9. METHOD OF PAYMENT**

### **10.**

The specified method of payment for SERVICES to be rendered is on an hourly rate with a not to exceed amount of \$ \_\_\_\_\_, payment for SERVICES. Invoices shall be computed on an hourly rate per the rates in Exhibit "B". Invoice shall identify the professional category, hourly rate and number of hours for each category. The total compensation due to the CONSULTANT in consideration of the full performance of SERVICES is the amount set forth in the Agreement as set forth in Exhibit 'B' and as established in each Amendment. QDC shall pay CONSULTANT in accordance with monthly invoices submitted by CONSULTANT as in conformance with professional fees established in Exhibit 'B'. The CONSULTANT shall provide a monthly progress report with each invoice. The format for the progress report will be as shown in Exhibit 'C'.

Compensation for the SERVICES is subject to an upset limit, compensation shall be computed as set forth in above, provided that the total compensation due to the CONSULTANT in consideration of the full performance of SERVICES shall in no event exceed the upset limit set forth in the AGREEMENT without written authorization from QDC. The upset limit is \$ \_\_\_\_\_, including project expenses, travel, materials and supplies.

## **10. FINAL PAYMENTS**

Upon satisfactory completion of the work performed under this AGREEMENT, as a condition before final payment under this AGREEMENT, the CONSULTANT shall execute and deliver to the QDC a release of all claims against the QDC arising under, or by virtue of, this AGREEMENT, except claims which are specifically exempted by the CONSULTANT to be set forth therein. Unless otherwise provided in this AGREEMENT, by State law or otherwise expressly agreed to by parties to this AGREEMENT or settlement upon termination of this AGREEMENT shall not constitute a waiver of the QDC's claims against the CONSULTANT or his sureties under this AGREEMENT.

## **11. CONSULTANT REPORTS AND CERTIFICATE**

When the project is complete, the CONSULTANT shall submit to the QDC a Final Report which shall include a Certificate of Completion, certifying that the tasks which are the subject of this AGREEMENT have been completed. All reports, invoices, the Progress Reports, the Final Report and the Certificate of Completion shall be signed by a duly authorized representative of the CONSULTANT.

## **12. ABANDONMENT OF PROJECT**

If the QDC shall, at any time during the performance of this AGREEMENT, deem it expedient or it shall become necessary for the QDC to abandon, modify, reduce or voluntarily or involuntarily defer the work under this AGREEMENT or any part thereof before the completion of the services to be rendered hereunder, the CONSULTANT shall be entitled to compensation for any uncompensated work performed prior to such time.

## **13. TERMINATION**

This AGREEMENT may be terminated in whole or in part in writing by either party in event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination be effected unless the other party is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination. The notice shall state the manner in which the defaulting party has

failed to perform the requirements of the AGREEMENT. If this AGREEMENT is so terminated, the CONSULTANT shall be compensated for all services performed prior to the termination date.

#### **14. DOCUMENTATION**

- A. All documents, materials, data and information including without limitation, plans, drawings, tracings, estimates, specifications, proposals, sketches, models, diagrams, calculations, video tapes, photographs, computer program tapes and disks, prepared for the QDC pursuant to this AGREEMENT, shall become the exclusive property of the QDC upon completion of payment thereof, provided, however, that the CONSULTANT shall have the right to retain copies of any such documents, materials and data prepared by it pursuant to this AGREEMENT. Payment of any invoice shall be construed as completion of payment for any such documents produced during that invoice period. The CONSULTANT will provide to the QDC copies of all documents prepared pursuant to this AGREEMENT
- B. Upon termination of the CONSULTANT's services under this AGREEMENT, the CONSULTANT shall not deliver to any other person, any of the foregoing or any summary or memorandum thereof.
- C. No material produced, in whole or in part, pursuant to this AGREEMENT, shall be the subject of any copyright in the United States or in any other country, by or on behalf of the CONSULTANT.
- D. The CONSULTANT shall not, either during the term of this AGREEMENT or thereafter reveal or disclose to any person outside the QDC or use for its own benefit, without the QDC's specific written authorization, whether by private communication or by public address or publication or otherwise, any information not already lawfully available to the public concerning any matter with which the CONSULTANT becomes familiar during the term of this AGREEMENT and by reason of its engagement hereunder.
- E. During the term of the AGREEMENT, duly authorized representatives of the QDC shall have access to documents, materials, data and information prepared for the QDC pursuant to this AGREEMENT.
- F. All reports, plans, specifications and other documents prepared for the QDC pursuant to this AGREEMENT, other than documents exclusively for internal use within the QDC shall carry the name of the QDC.
- G. The QDC shall have the unrestricted ability to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared for the QDC pursuant to this AGREEMENT; however, the QDC acknowledges that such materials are not intended or represented to be suitable for reuse by the QDC or others. Any reuse, except for the specific purpose intended, of such materials without written verification or adaptation by the CONSULTANT will be at the QDC's sole risk and without liability or legal exposure to the CONSULTANT, and the QDC shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses and expenses including reasonable attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle the CONSULTANT to further compensation at rates to be agreed upon by the QDC and the CONSULTANT.

#### **15. INDEMNIFICATION**

Consultant agrees to indemnify and hold QDC harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, and expenses are caused by CONSULTANT: (i) failure to properly perform its SERVICES under this AGREEMENT or any subsequent Amendment, or (ii) negligent or willful acts, errors or omissions of its officers, employees, agents or representatives in the performance of SERVICES under this AGREEMENT or any subsequent Amendment.

#### **16. LIMITATIONS OF RESPONSIBILITY**

CONSULTANT shall not be responsible for: (i) the failure of any contractor, subcontractor, vendor, or other participant not under contract with CONSULTANT, to fulfill contractual responsibilities to QDC or to comply with federal, state, or local laws, regulations, and codes; or (ii) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Exhibit 'B' or an Amendment.

**17. DISPUTE**

In the event of a dispute between QDC and CONSULTANT arising out of or related to this AGREEMENT or any Amendment issued hereunder, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, the parties may agree to pursue resolution of the dispute by arbitration in accordance with the Arbitration Rules of the American Arbitration Association; provide, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any Rhode Island State or Federal Court having jurisdiction over such matter.

During any pending dispute, the parties shall continue to fulfill their respective obligations hereunder.

**18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION**

The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions, or transfers, recruitment advertising; layoffs or termination's; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The CONSULTANT will in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor and upon subcontracts for standard commercial supplies or raw materials. The CONSULTANT shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Federal and State Governments may require. The CONSULTANT agrees to comply with such rules, regulations or guidelines as the Federal and State Governments may issue to implement these requirements.

**19. COVENANT AGAINST CONTINGENT FEES**

The CONSULTANT assures that he has not employed or retained any company or person to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay, any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this covenant, the QDC shall have the right to annul or terminate this AGREEMENT without liability or at its discretion on to deduct from the contract price or otherwise recover the full amount of the fee.

**20. PROHIBITED INTEREST**

No member or Delegate to the Congress of the United States of America, member or employee of the State, and no member of its governing body, and no other public official of the governing body of the State who exercises any functions or responsibilities in the review or approval of the undertaking of this AGREEMENT, and no member or employee of the QDC shall a) participate in any decision relating to this AGREEMENT which affects his personal interest or the interest of any corporation, partnership, or association which he is directly or indirectly interested, or b) have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

**21. PROJECT TEAM**



- A. The CONSULTANT will employ a qualified project team in performing the work pursuant to this AGREEMENT. The QDC shall have the right of approval of all professional personnel assigned by the CONSULTANT to the work.
- B. The CONSULTANT will not reassign or otherwise transfer the key personnel of the project team from their respective project roles and responsibilities for the duration of the entire project or for so long as the QDC shall remain satisfied with the performance of each individual member. Should it become necessary, due to circumstances beyond the CONSULTANT'S direct control, to replace any of the key personnel, the QDC shall have the right of approval of any replacement proposed by the CONSULTANT.

## **22. MAINTENANCE AND INSPECTION OF RECORDS**

- A. The CONSULTANT shall maintain appropriate books and records in accordance with accepted accounting procedures. The QDC or any of their duly authorized representatives shall have access to any books and records which are directly pertinent to this AGREEMENT for the purpose of inspection and transcription.
- B. Records will be maintained during the performance of the work and until three years from the date of final payment. If litigation or claims pertaining to this AGREEMENT are initiated prior to the expiration of the three years, such records shall be maintained until three years from the date of the final resolution of these litigation's or claims.

## **23. FINDINGS CONFIDENTIAL**

Except as required by law, CONSULTANT shall not at any time, divulge to any person any proprietary information or fact relating to the conduct, management or business of QDC. All information relating to the details of the SERVICES and any other documents, data, plans, reports or other materials provided to or acquired by CONSULTANT in connection with this AGREEMENT shall be treated as confidential and used only in the performance of the services hereunder for the advancement of the interests of QDC and the SERVICES. Except as required by law, no documents, data, plans, reports or other materials provided to or prepared by CONSULTANT in connection with this AGREEMENT shall be made available to any other individual or organization by CONSULTATN without prior written approval of QDC.

## **24. PROJECT MONITORING AND REPORTING**

The project will be monitored by the QDC and the CONSULTANT shall provide the QDC a brief description of any problems or delays and reason thereof.

## **25. NOTICE**

All notices required hereunder shall be given in writing to the parties by certified mail, return receipt requested at the following addresses:

### **CONSULTANT:**

**TBD**

### **QDC:**

Quonset Development Corporation  
95 Cripe Street  
North Kingstown, RI 02852  
Attn: Mr. Steven J. King, P.E.

## **26. PROJECT REPRESENTATIVE**

The CONSULTANT shall designate a representative with authority to act for the CONSULTANT and render binding decisions on his behalf for the work. The project representative shall be designated in writing by the CONSULTANT as the Consultant's representative.

## **27. SUBCONTRACTS**

- A. The CONSULTANT warrants that it will not subcontract any portion of the tasks or subtasks it is obligated to perform under this AGREEMENT without the prior written consent of the QDC. Execution of this AGREEMENT by the QDC shall constitute such consent concerning any subcontractor specifically named herein. The CONSULTANT will not assign any interest in this AGREEMENT (whether by assignment or novation) without the prior written consent of the QDC, and any purported assignment without such consent shall be null and void. Notices of any such assignment or transfer shall be furnished promptly to the QDC.
- B. The CONSULTANT shall not employ any Subconsultant, Subcontractor, Supplier or other persons or organizations including those acceptable to the QDC under Article 23.A., whether initially or as a substitute, against whom the QDC may have reasonable objection.
- C. The CONSULTANT shall be fully responsible to the QDC for all acts and omissions of any Subconsultant, Subcontractor, Supplier or other persons or organizations, just as the CONSULTANT is responsible for CONSULTANT'S own acts and omissions.
- D. Failure of any Subconsultant, Subcontractor, Supplier or other persons or organizations engaged by the CONSULTANT under Article 23.A. to perform any of the work under this AGREEMENT, in whole or in part, in a manner satisfactory to the QDC shall become subject to Article 23.B. In such an event, the CONSULTANT may be required to replace the Subconsultant, Subcontractor, Supplier or other persons or organizations or otherwise remedy the matter without delay in a manner satisfactory to the QDC. Failure of the CONSULTANT to satisfactorily remedy such a matter is subject to Article 13 of this AGREEMENT.
- E. Nothing in this AGREEMENT shall create any contractual relationship between the QDC and any Subconsultant, Subcontractor, Supplier or other persons or organizations engaged by the CONSULTANT, nor shall it create any obligation on the part of the QDC to pay or to see to the payment of any moneys due any such Subconsultant, Subcontractor, Supplier or other persons or organizations except as may otherwise be required by Laws and Regulations.

## **28. INSURANCE**

- A. The CONSULTANT shall maintain during the life of this AGREEMENT, the following minimum public liability and property damage insurance which shall protect the CONSULTANT from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this AGREEMENT, and the limit of liability for such insurance shall be as follows:
  - 1. Comprehensive general liability insurance, including personal injury liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$2,000,000.
  - 2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000.
- B. The CONSULTANT shall also maintain professional liability insurance covering damages resulting from negligent errors or omissions of the CONSULTANT. The limit of liability shall be not less than \$2,000,000.
- C. All general insurance policies shall list the QDC as an additional named insured.
- D. All insurance policies shall be maintained in a company or companies licensed to do business in the State of Rhode Island.

- E. The QDC makes no representations as to the adequacy of the minimum limits insurance set forth above, and it is the sole responsibility of the CONSULTANT to determine whether additional coverage is appropriate.
- F. The CONSULTANT shall submit to the QDC certificates for each of the policies listed above. Each certificate shall provide that the insurance company shall give written notice to the QDC at least thirty (30) days prior to cancellation.

**29. RESPONSIBILITY OF THE CONSULTANT**

- A. The CONSULTANT is responsible for the professional quality, technical adequacy, timely completion and coordination of all drawings, reports, analysis and other services furnished by the CONSULTANT under this AGREEMENT. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his drawings, reports, analysis and other services.
- B. The CONSULTANT shall perform the professional services necessary to accomplish the work specified in this AGREEMENT in accordance with this AGREEMENT.
- C. The QDC's approval of drawings, designs, reports and incidental work or materials furnished hereunder shall not in any way relieve the CONSULTANT of responsibility for the technical adequacy of his work. Neither the QDC's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this AGREEMENT or of any cause for action arising out of the performance of this AGREEMENT.
- D. The CONSULTANT shall be, and shall remain, liable in accordance with applicable law for all damages to the QDC caused by the Consultant's negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions or other deficiencies to the extent attributable to the QDC, furnished data or any third party. The CONSULTANT shall not be responsible for any time delays in the project caused by circumstances beyond the Consultant's control.

**30. WORKING FACILITIES**

The QDC shall not be expected to supply to the CONSULTANT, while performing their service, office space, professional, secretarial and any other personnel.

**31. CAPTIONS**

Captions and section headings are for reference only and shall not limit or otherwise affect the meaning of the sections hereunder.

**32. ATTACHMENTS**

All attachments appended to this AGREEMENT are incorporated in this AGREEMENT and constitute a part of this AGREEMENT.

**33. EXTENT OF AGREEMENT**

Nothing herein shall be construed as creating any personal liability on the part of the officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the QDC and the CONSULTANT.

**34. SUCCESSORS AND ASSIGNS**

The QDC and the CONSULTANT each bind themselves, their successors and assigns to the other party of this AGREEMENT and to their successors and assigns, in respect to all covenants of this AGREEMENT, except as above, neither the QDC nor the CONSULTANT will assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other.

**35. INTEGRATION**

This AGREEMENT represents the entire understanding of the QDC and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may not be modified or altered except in writing signed by both parties.

**36. JURISDICTION**

This AGREEMENT shall be administered and interpreted under the laws of the State of Rhode Island. Jurisdiction of litigation arising from this AGREEMENT shall be in that state. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of this AGREEMENT shall be in full force and effect.

IN WITNESS WHEREOF, The parties hereto have executed or caused to be executed by their duly authorized representatives, this AGREEMENT in two (2) counterparts each of which shall be deemed an original as of the day and year first written above.

THE QDC: In the presence of \_\_\_\_\_

on \_\_\_\_\_ by \_\_\_\_\_

DATE

Steven J. King, P.E.  
Managing Director

THE CONSULTANT: In the presence of \_\_\_\_\_

on \_\_\_\_\_ by \_\_\_\_\_

DATE